

## **E-Signature Disclosure and Agreement**

This E-Signature Disclosure and Agreement, as amended from time to time ("Agreement"), provides important information required by the Electronic Signatures in Global and National Commerce Act ("E-Signature") and confirms your consent to receive certain disclosures and information electronically. In this Agreement, the terms "you" and "your(s)" refer to the member, and the terms "we", "us", "our(s)" and "Credit Union" refer to Befit Financial Federal Credit Union.

### **Electronic Delivery of account application and Agreement, Related Disclosures, and Instructions**

You agree to the terms and conditions stated herein and consent to receive electronic delivery of the following documents: (a) account application and agreement for the product(s) you select; (b) all applicable legal disclosures including, but not limited to, Truth in Savings Act Disclosure and Agreement; (c) notices or disclosures about any change in terms for your account, change of address notice, change in credit/debit limit, etc.; (d) privacy policies and notices; (e) periodic statements for your account(s), subject to your enrollment; and (f) instructions for returning the completed account application and agreement (collectively, "Account Documents"). The Account Documents will be provided either: (1) via e-mail, (2) via accessing a website designated for such purpose; or (3) via a PDF file that you may download.

Your consent will only apply to the deposit product(s) you have selected and the Account Documents. This consent does not extend to any other electronic records or disclosures at this time. If you do not consent to electronic delivery of the Account Documents, we will not be able to open the deposit account through our website. You may visit any of our branch locations and speak with a financial services representative. A list of our branch locations can be found on our website or by calling the Credit Union at (888) 600-0550 or (707) 557-8900.

### **Availability of Paper Copies**

The Credit Union will not provide you with a paper (non-electronic) copy of the Account Documents unless you specifically request it or we deem it appropriate to do so. A copy of the Account Documents can be printed by using your browser's print command and a printer connected to your computer. You may also request a paper copy of the Account Documents by contacting us at (888) 600-0550 or (707) 557-8900 or you may visit any of our branch locations and speak with a financial services representative. We will not charge you any fees for providing a paper copy. We reserve the right to provide a paper copy of any document that you have authorized us to provide electronically.

### **Withdrawing Consent**

You may withdraw your consent to receive electronic delivery of the Account Documents at any time by calling our Lending Department at (888) 600-0550 or (707) 557-8900, or you may visit any of our branch locations to speak with a Lending Department representative.

### **System Requirements**

To receive an electronic copy of the requested file, you must have the following equipment and software:

- You must have a personal computer or other access device capable of accessing the Internet (e.g., a modem and available phone line, cable Internet connection, or other means of Internet access and an active account with an Internet Service Provider). Your access to the web page verifies that your system meets these requirements.
- You must have an Internet web browser capable of supporting 128-bit SSL encrypted communications (e.g., the latest stable release of Google Chrome, Mozilla Firefox, Safari, or Windows Edge, Microsoft® Internet Explorer version 9.0 or higher) and your system must have 128-bit SSL encryption software. Your access to the web page verifies that your browser and encryption software meet these requirements.
- You must have a screen resolution of 1024 x 768 minimum (for desktops and laptops)
- You must have software that permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® version 5.1 or higher (available for download at: <http://www.adobe.com/products/acrobat/readstep2.html>). Your access to the web page verifies that your system has the necessary software to permit you to receive and access PDF files.
- Your system security settings must allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection.

### **System Requirements to Retain the Information**

To retain a copy of the Account Documents, your system must have the ability to either download (e.g., to your hard disk drive) or print PDF files. In order to sign and return the account application and agreement, you must be able to print this document. You must have a functioning printer connected to your personal computer or other access device able to print on plain white 8.5 x 11-inch paper.

### **Address Change**

You must promptly notify the Credit Union of any changes to your e-mail address to ensure electronic delivery of the Account Documents. To do so, you may call us at (888) 600-0550 or (707) 557-8900, or write to us at Befit Financial Federal Credit Union, Attention: Lending Department, P.O. Box 5760, Vacaville, CA 95696.

### **Additional Benefit Enhancements**

The Credit Union may from time to time offer additional services to you in connection with your accounts. Some services may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

### **Amendments**

The Credit Union may change the terms and conditions of this Agreement from time to time by sending written notice to you at your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least thirty (30) days prior notice of the change to the extent required by applicable law. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of the E-Signature service or designated accounts.

### **Governing Law; Attorneys' Fees**

All agreements and disclosures shall be construed in accordance with the laws of the State of California and the provisions of the California Uniform Commercial Code (UCC). You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

### **Reservation of Rights**

Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

### **Other Agreements**

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

### **Severability**

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.